

EXHIBIT "A"

EXCERPTS FROM ONE PLAINTIFF SECOND AMENDED COMPLAINT (SAC)

GENERAL ALLEGATIONS

31. Plaintiff repeat and incorporate by reference Paragraphs 1 thru 30 of this SAC, as though fully set fort herein.

32. Plaintiff is an adult and at all times herein was, a resident and/or the owner of the real property, as more fully described therein Paragraph 26 of this SAC and therein the COA Economic Loss, at this SAC.

33. Plaintiff is informed and believe that the Defendant and each of them has caused the damages suffered to Plaintiff's real property, now at total economic loss, and are the proximate cause for the health injuries sustained by Plaintiff, as more fully described therein the COA Noneconomic Loss at this SAC.

34. Plaintiff is now, as of February, 2015, informed and believe that the Defendant and each of them knew, at all times since April 2011, that the aquifers in the town of Hinkley, California 92347 are poisoned with Arsenic and Uranium over the regulatory legal limit, however intentionally delayed disclosure of such fact until February 2015, evidenced by posted therein State of California Water Board website, link: http://geotracker.waterboards.ca.gov/esi/uploads/geo_report/6316850662/SL0607111288.PDF , identifying results for Arsenic and Uranium that were posted therein said report, one of many examples at report, page 24 and 34, lab test page 6 and 21, on April 17, 2014, as to Uranium at concentration of 40 pCi/L (max. legal limit 20 pCi/L); and on April 30, 2014, report page 72, lab page 138, as to Arsenic, one of many examples for Arsenic, at concentration of 22 ppb (max. legal limit 10 ppb), and area covered by this report is small, less than ten percent of the town of Hinkley 92347 area. That delayed disclosure is **one year later**.

35. Plaintiff is now informed, as of February 26, 2015, and believe, that such delayed disclosure act, is in addition to the intentional concealment of facts. See that COA at this SAC. Intentional concealment of facts, in light that the Plaintiff, by filed SAC, has an operative complaint and if Defendant and each of them continue concealment of facts, could also be construed as obstruction of justice.

36. Plaintiff is now informed, as of February 26, 2015, and believe that the delayed disclosure of facts and the intentional concealment of facts, are in addition to the intentional failure to warn about such facts. See that COA at this SAC.

37. Plaintiff is now informed, as of February 26, 2015, and believe that the delayed disclosure of facts, the intentional concealment of facts, and the intentional failure to warn about such facts, are in addition to material misrepresentation of facts. See that COA at this SAC.

1 38. Plaintiff is now informed, as of February 26, 2015, and believe that the delayed disclosure of
2 facts, the intentional concealment of facts, the intentional failure to warn about such facts, the material
3 misrepresentation of facts are in addition to negligent misrepresentation of facts. See that COA at this SAC.

4 39. Plaintiff is now informed, as of February 26, 2015, and believe that the delayed disclosure of
5 facts, the intentional concealment of facts, the intentional failure to warn about such facts, the material
6 misrepresentation of facts and the negligent misrepresentation of facts are in addition to intentional
7 misrepresentation of facts. See that COA at this SAC.

8 40. Plaintiff is now informed, as of February 26, 2015, and believe that the delayed disclosure of
9 facts, the intentional concealment of facts, the intentional failure to warn about such facts, the material
10 misrepresentation of facts, the negligent misrepresentation of facts and the intentional misrepresentation of
11 facts are in addition to coordinated efforts to conceal facts. See that COA at this SAC.

12 41. Plaintiff is now informed, as of February 26, 2015, and believes that as a direct result thereof
13 delayed disclosure of facts, the intentional concealment of facts, the intentional failure to warn about such
14 facts, the material misrepresentation of facts, the negligent misrepresentation of facts, the intentional
15 misrepresentation of facts, and the coordinated efforts to conceal facts, has suffered economic loss as more
16 fully described therein Economic Loss COA of this SAC.

17 42. Plaintiff is now informed, as of February 26, 2015, and believes that as a direct result thereof
18 delayed disclosure of facts, the intentional concealment of facts, the intentional failure to warn about such
19 facts, the material misrepresentation of facts, the negligent misrepresentation of facts, the intentional
20 misrepresentation of facts, and the coordinated efforts to conceal facts, has suffered noneconomic loss as
21 more fully described therein Noneconomic Loss COA of this SAC.

22 43. Plaintiff is now informed, as of February 26, 2015, and believes that as a direct result thereof
23 delayed disclosure of facts, the intentional concealment of facts, the intentional failure to warn about such
24 facts, the material misrepresentation of facts, the negligent misrepresentation of facts, the intentional
25 misrepresentation of facts, and the coordinated efforts to conceal facts, has suffered irreparable damages, as
26 more fully described therein Irreparable Damages COA of this SAC. Defendant and each of them conducts
27 are alleged herein as wrongful. The Plaintiff should be entitled to judicial relief because of the wrongful
28 conducts as alleged, that could trigger punitive damages, due to facts' concealment and misrepresentations.

FIRST CAUSE OF ACTION
DELAYED DISCLOSURE OF FACTS
"DELAYED DISCLOSURE OF FACTS IS JUSTICE DENIED"

52. Defendant and each of them had a duty to disclose all fact; Defendant and each of them, with knowledge of the true facts, concealed the fact; the delayed facts were not within the Plaintiff's reasonably diligent attention, observation, and judgment; the Defendant and each of them delayed the facts with the intention that Plaintiff act in response to the undisclosed facts or suppressed facts; Plaintiff reasonably relying on the fact or facts as the Plaintiff believed them to be as the result of the concealment, acted or withheld action; and Plaintiff were damaged by the Defendant and each of them delayed action or inaction.

53. In addition, the delayed disclosure of fact does not need to be the only reason why the Plaintiff acted. "[I]t is well settled that the alleged delayed disclosure need not be the sole cause of a party's reliance." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.) Rather, all that needs to be shown is that the fictitious facts rather than the delayed facts, substantially influenced Plaintiff's choice, even if it was not the only reason for his conduct. (CACI 1907.) In fact a "presumption, or at least an inference, of reliance arises wherever there is a showing that a misrepresentation was material." (*Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.)

54. Plaintiff is now, as of February, 2015, informed and believe that the Defendant and each of them knew, at all times since April 2011, that the aquifers in the town of Hinkley, California 92347 are poisoned with Arsenic and Uranium over the regulatory legal limit, however intentionally delayed disclosure of such fact until February 2015, evidenced by posted therein State of California Water Board website, link: http://geotracker.waterboards.ca.gov/esi/uploads/geo_report/6316850662/SL0607111288.PDF , identifying results for Arsenic and Uranium that were posted therein said report, one of many examples at report, page 24 and 34, lab test page 6 and 21, on April 17, 2014, as to Uranium at concentration of 40 pCi/L (max. legal limit 20 pCi/L); and on April 30, 2014, report page 72, lab page 138, as to Arsenic, one of many examples for Arsenic, at concentration of 22 ppb (max. legal limit 10 ppb), and area covered by this report is small, less than ten percent of the town of Hinkley 92347 area. That delayed disclosure is **one year later**.

55. As a direct result thereof delayed disclosure of facts, believed to be not only a year later, but at least four or more years later, Plaintiff relied on Defendant and each of them other not relevant disclosure and has suffered substantial damages, as more fully described therein economic and noneconomic loss COA.

SECOND CAUSE OF ACTION
INTENTIONAL CONCEALMENT OF FACTS

56. (A) The Defendant had a duty to disclose all facts; (B) the Defendant and each of them, with knowledge of the true facts, intentionally concealed the true facts; (C) the intentionally concealed facts were not within the Plaintiff's reasonably diligent attention, observation, and judgment; (D) the Defendant and each of them intentionally concealed the facts with the intention that the Plaintiff act in response to the undisclosed facts or suppressed facts; (E) the Plaintiff reasonably relying on the fact or facts as the Plaintiff believed them to be as the result of the concealment, acted or withheld action; and (F) the Plaintiff was damaged by the Defendant and each of them as a result of concealed action or inaction.

57. In addition, the concealment of fact does not need to be the only reason why the Plaintiff acted. "[I]t is well settled that the alleged concealment of facts need not be the sole cause of a party's reliance." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.) Rather, all that needs to be shown is that the fictitious facts rather than the concealed facts, substantially influenced Plaintiff's choice, even if it was not the only reason for his conduct. (CACI 1907.) In fact a "presumption, or at least an inference, of reliance arises wherever there is a showing that a concealment of facts was material." (*Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.)

58. Plaintiff further alleges that: (A) The Defendant and each of them intentionally concealed the facts; (B) The Defendant and each of them had knowledge of the concealed facts; (C) The Defendant and each of them intentionally intended for the **Plaintiff to rely on fictitious facts rather than the true facts**; (D) There was actual and justifiable reliance on the part of the Plaintiff; (E) There were damages sustained by Plaintiff.

59. Despite warning concerns by the State of California Lahontan Regional Water Quality Control Board, since April of 2011, as stated therein "Board Order NO. R6V-2008-0014 WDID NO. 6B369107001, Executed on April 9, 2008, by Harold J. Singer, Executive Officer of the Board, Page 7, Paragraph 21. Constituents of Concern", in regards to Arsenic presence in ground drinking water, over the maximum legal limit, as a direct result of PG&E's agricultural and In-Situ (ethanol and other chemicals being injected in wells maintained by PG&E, the Defendant has intentionally avoided to perform any known to the Public testing of the aquifers beneath the town of Hinkley, thus now triggering the concealment of facts doctrine.

1 60. Despite warning concerns by the State of California Lahontan Regional Water Quality Control
2 Board, since November of 2012, as stated therein "Board's Investigative Order NO. R6V-2012-0057
3 'REQUEST FOR URANIUM AND GROSS ALPHA AND BETA RADIATION DATA, PACIFIC GAS
4 AND ELECTRIC COMPANY (PG&E), HINKLEY, COMPRESSOR STATION, SAN BENRADINO
5 COUNTY", Page 1 "...properties show that besides chromium, irrigation water contains uranium, gross
6 alpha and gross beta radiation at concentration exceeding drinking water standard of 20 picocuries per liter.

7 61. PG&E's was then, November 2, 2012 (that is over two and half years ago), required to submit
8 report of the known by PG&E poisoning of aquifers beneath the town of Hinkley, CA 92347, which further
9 mandated that PG&E disclose, citing Page 2 of the Boards' Order :

10 "Uranium and gross alpha and beta radiation data for the groundwater used for PG&E's irrigation
11 activities Including sampling and results".

12 The Defendant and each of them intentionally avoided to present anything to the Board and absolutely
13 nothing to the people from Hinkley, CA 92347, and since PG&E knew very well that, indubitably the
14 aquifers beneath the town of Hinkley are poisoned by PG&E's operations, did unscrupulously avoided
15 disclosure of that fact, which act triggers the intentional concealment of fact's doctrine.

16 62. As a direct result thereof the intentional concealment of facts exhibited by the Defendant and each
17 of them, not just avoidance to escape strict liabilities, the Plaintiff has sustained irreparable damages to the
18 real property, in addition to health injuries, as more fully described therein the Economic and Noneconomic
19 Loss COA's.

20 **THIRD CAUSE OF ACTION**
21 **INTENTIONAL FAILURE TO WARN OF FACTS**

22 63. (A) The Defendant and each of them had a duty to disclose all fact; (B) the Defendant and each
23 of them, with knowledge of the true facts, intentionally failed to warn of the true facts; (C) the intentional
24 failure to warn of the true facts were not within the Plaintiff's reasonably diligent attention, observation,
25 and judgment; (D) the Defendant and each of them intentionally failed to warn of the true facts with the
26 intention that the Plaintiff act in response to the undisclosed facts or suppressed facts; (E) the Plaintiff
27 reasonably relying on the fact or facts as the Plaintiff believed them to be as the result of the intentional
28 failure to warn of the true facts, acted or withheld action; and (F) the Plaintiff was damaged by the

1 the Defendant and each of them as a result of concealed action or inaction.

2 65. In addition, the intentional failure to warn of the true facts, does not need to be the only reason
3 why the plaintiff acted. "[I]t is well settled that the alleged concealment of facts need not be the sole cause of
4 a party's reliance." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.) Rather, all that needs to be shown
5 is that the fictitious facts rather than the concealed facts, substantially influenced Plaintiff's choice, even if
6 it was not the only reason for his conduct. (CACI 1907.) In fact a "presumption, or at least an inference, of
7 reliance arises wherever there is a showing that a concealment of facts was material." (*Engalla v.*
8 *Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.)

9 66. Despite the demand upon PG&E by the State of California Lahontan Regional Water Quality
10 Board to warn about byproducts, such as Arsenic and Uranium, resulted therefrom PG&E's Agricultural
11 Treatment Operations, the In-Situ Operations and in the so called area IRZ, by issued "INVESTIGATIVE
12 ORDER NO. R6V-2012-0060, dated December 21, 2012", stipulating: "PG&E is currently operating there
13 IRZ areas to remediate chromium....involves the injection of carbon source, such as ethanol, to reduce
14 hexavalent chromium in groundwater...the in-situ remediation also reduces". "PG&E is required to
15 report the concentration and location of byproducts created...which potentially threatens nearby domestic
16 wells", the Defendant and each of them not only avoided to perform any of the mandated by the Board acts,
17 but did not even bother to inform and warn the people in the town of Hinkley, CA 92347 that there are many
18 aquifer's areas poisoned with Arsenic and Uranium beneath the town of Hinkley, CA 92347, including
19 but not limited to poisoned hundreds of monitoring-injection-extraction wells operated by PG&E, triggering
20 the Intentional Failure to Warn doctrine.

21 67. As a direct result thereof the Defendants and each of them intentionally failed to warn that the
22 aquifers beneath the town of Hinkley, CA 92347 is poisoned with Arsenic and Uranium, over the maximum
23 legal limit, the Plaintiff has continue to drink such poisoned water in the aquifers of Hinkley Valley, via
24 domestic water wells, including but not limited to using such poisoned water for all other intensive purposes,
25 causing not only illnesses and diseases, such as the Plaintiff's skin is virtually eaten by the Arsenic and the
26 Plaintiff's stomach is ballooned due to drinking water containing the either toxins over maximum legal limit.

27 68. As a direct result thereof stated herein above Paragraph 67, the Plaintiff has sustained substantial
28 damages, more fully described therein Economic and Noneconomic Loss in the respective COA's.

FOURTH CAUSE OF ACTION
MATERIAL MISREPRESENTATION OF FACTS

"A false statement that is likely to induce a reasonable person to assent or that the speaker of the false statement knows is likely to induce assent".

69. (A) The Defendant and each of them had a duty to disclose all facts; (B) the Defendant and each of them, with knowledge of the true facts, intentionally and materially misrepresented the true facts; (C) the material misrepresentation of the true facts were not within the Plaintiff's reasonably diligent attention, observation, and judgment; (D) the Defendant and each of them material misrepresentations of the true facts are with intention that the Plaintiff act in response to the materially misrepresented facts or suppressed facts; (E) the Plaintiff reasonably relying on the fact or facts as the Plaintiff believed them to be as the result of the material misrepresentation of the true facts, acted or withheld action; and (F) the Plaintiff was damaged by the Defendant and each of them as a result of concealed action or inaction.

70. In addition, the material misrepresentation of the true facts does not need to be the only reason why the plaintiff acted. "[I]t is well settled that the alleged material misrepresentation of facts need not be the sole cause of a party's reliance." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.) Rather, all that needs to be shown is that the fictitious facts rather than the concealed material facts, substantially influenced Plaintiff's choice, even if it was not the only reason for his conduct. (CACI 1907.) In fact a "presumption, or at least an inference, of reliance arises wherever there is a showing that a concealment of facts was material." (*Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.)

68. As a direct result thereof stated herein Paragraphs 69 and 70, Plaintiff has sustained substantial damages, more fully described therein Economic and Noneconomic Loss in the respective COA's.

70. On February 19, 2014, State of California Lahontan Regional water Quality Control Board issue "Comments on the PG&E's Technical Report in response to Investigation Order NO. R6V-2013-0026. The report prepared by ARCADIS, contains sampling data from ...monitoring wells". On Page 3 of the Boards Response," IN RE: "Other Byproducts....While the Report does not discuss byproducts other than manganese, the Fourth Quarter 2013 In-Situ Remediation Monitoring Report does". The Monitoring Report states that arsenic was detected above the criteria of 13 ppb in just one monitoring well.... This information indicates that arsenic ... and..are not migration risk or potential health hazard for...domestic wells".

71. Such massive Material Misrepresentation of Facts, is nothing less than crime against humanity.

72. Despite the fact that PG&E, during 2014, was fully aware that THE PEOPLE OF HINKLEY were sampling hundreds of wells for Arsenic and Uranium in the aquifers, beneath the entire town of Hinkley, CA 92347, and were utilizing three scientific analytical, approved and certified by the State of California laboratories, the Defendant and each of them made material misrepresentation of facts as to there is virtually no wells (maybe one only) that are poisoned with Arsenic, to wit: (A) The Defendant and each of them knew that over one hundred wells sampled and tested by said labs, were all poisoned with either or both, Arsenic and Uranium; (B) The Defendant and each of them had knowledge of the material misrepresentation, by own testing of hundreds of monitoring-injection-extraction wells, and kept secret the fact, and by materially misrepresenting that there is virtually no poisoning of aquifers with Arsenic, triggered Misrepresentation of Fact's doctrine; (C) The Defendant and each of them, intended for the Plaintiff to rely on Defendant and each of them material misrepresentation; (D) There was actual and justifiable reliance on the part of the Plaintiff of all that materially misrepresented by the Defendant and each of them; (F) There were damages sustained by the Plaintiff, more fully described therein the Economic and Noneconomic Loss at said COAs.

FIFTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION OF FACTS

“A careless false statement in circumstances where care should have been taken”

73. (A) The Defendant and each of them had a duty to disclose all facts; (B) the Defendant and each of them, with knowledge of the true facts, negligently misrepresented the true facts; (C) the negligent misrepresentation of the true facts were not within the Plaintiff's reasonably diligent attention, observation, and judgment; (D) the Defendant and each of them negligent misrepresentations of the true facts are with intention that the Plaintiff act in response to the negligently misrepresented facts or suppressed facts; (E) the Plaintiff reasonably relying on the fact, or facts as the Plaintiff believed them to be as the result of the negligent misrepresentation of the true facts, acted or withheld action; and (F) the Plaintiff was damaged by the Defendant and each of them as a result of the negligent misrepresentation of facts action or inaction.

74. In addition, the negligent misrepresentation of the true facts does not need to be the only reason why the Plaintiff acted. “[I]t is well settled that the alleged negligent misrepresentation of facts need not be the sole cause of a party’s reliance.” (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.)

1 75. Rather, all that needs to be shown is that the fictitious facts rather than the concealed facts,
2 substantially influenced Plaintiff's choice, even if it was not the only reason for his conduct. (CACI 1907.)
3 In fact a "presumption, or at least an inference, of reliance arises wherever there is a showing that
4 a concealment of facts was material." (*Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.)

5 76. Plaintiff hereby moves to prove a prima facie case of negligent misrepresentation of facts, and
6 the Plaintiff hereby moves to prove that the defendant made a negligent misrepresentation to the Plaintiff,
7 that there was actual and justifiable reliance on the misrepresentation, that the misrepresentation was the
8 actual and proximate cause of the Plaintiff determining his course of action, and that there were damages
9 suffered. See *Ritter v. Custom Chemicides, Inc.*, 912 S.W.2d 128 (Tenn. 1995).

10 77. Due to the fact, that the Plaintiff is not scientifically inclined to comprehend the massive
11 Volumes of reports prepared by the Defendant's huge scientific consulting firms, over twenty thousand
12 pages since the inception of massive reports and regulatory orders exchanged between PG&E and the
13 Board, (the massive paper exchanges, absent of any meaningful and honest clean up of the massive water
14 contamination of aquifers beneath the town of Hinkley, CA 92347), thus the Defendant and each of them are
15 in a superior positioned to fight any one, not only the Plaintiff on scientific ground. Including but not
16 limited to overcome not only this State and Federal government's scientists and attorney, but overcome the
17 Plaintiff. The Plaintiff is positioned at severe disadvantage, (being in an uneven playing field), regardless
18 that now is before the bench and most recently the Defendant is even dictating to the Water Board of what
19 and what not PG&E can comply with, and therefore the Defendant and each of them are careless in regards
20 to any committed wrongful acts, due to being armed with an army of scientists and attorneys, and therefore
21 are exhibiting prima facie case of negligent representation, thus just and proper cannot be served to Plaintiff
22 on such grounds and Court should take notice in regards to these facts.

23 78. The Defendant and each of them made careless false statement in circumstances where care
24 should have been taken, and therefore the Defendant and each of them negligently misrepresented the true
25 Facts, assuming that the Plaintiff is not capable to distinguish, in complex scientific reports, between what is
26 true and what is false, and based upon such assumption, Defendant and each of them made the negligent
27 misrepresentation of facts, leading to injuries sustained by the Plaintiff, more specifically described therein
28 the Economic and Noneconomic Loss, at the SAC.

SIXTH CAUSE OF ACTION
INTENTIONAL MISREPRESENTATION OF FACTS

“Statement made by the Defendant, with the intent to deceive, that is known to be false or made recklessly and without regard to whether it is true or not”

79. (A) Defendant and each of them had a duty to disclose all facts; (B) the Defendant and each of them, with knowledge of the true facts, intentionally misrepresented the true facts; (C) the intentional misrepresentation of the true facts were not within the Plaintiff’s reasonably diligent attention, observation, and judgment; (D) Defendant and each of them intentional misrepresentations of the true facts are with intention that the Plaintiff act in response to the intentional misrepresented facts or suppressed facts; (E) the Plaintiff reasonably relying on the fact or facts as the Plaintiff believed them to be as the result of intentional misrepresentation of the true facts, acted or withheld action; and (F) the Plaintiff was damaged by Defendant and each of them as a result of the intentional misrepresentation of facts action or inaction.

80. In addition, the intentional misrepresentation of the true facts does not need to be the only reason why the plaintiff acted. “[I]t is well settled that the alleged intentional misrepresentation of facts need not be the sole cause of a party’s reliance.” (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.) Rather, all that needs to be shown is that the fictitious facts rather than the concealed facts, substantially influenced plaintiff’s choice, even if it was not the only reason for his conduct. (CACI 1907.) In fact a “presumption, or at least an inference, of reliance arises wherever there is a showing that a concealment of facts was material.” (*Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.)

81. The Defendant and each of them made statement with the intent to deceive, that is known to be false or made recklessly and without regard to whether it is true or not, and therefore the Defendant and each of them intentionally misrepresented the true facts, assuming that the Plaintiff is not capable to distinguish, in complex scientific reports, between what is true and what is false, and based upon such assumption, the Plaintiff continued using the poisoned water in the aquifer, leading to substantial injuries sustained by Plaintiff, more specifically described therein Economic and Noneconomic Loss, at the SAC.

82. None of the Reports presented by Defendant and each of them to THE PEOPLE and/or to State of California Water Board, prior to mention anything about Arsenic and Uranium, except on February 15, 2015, at link:http://geotracker.waterboards.ca.gov/esi/uploads/geo_report/6316850662/SL0607111288.PDF

83. Despite warning concerns by the State of California Water Board, Per "State of California Lahontan Water Quality Control Board, "Attachment G, Maintenance of High Quality Water in California, State Water Board Resolution 68-16 Anti-Degradation Analysis", link:

http://www.waterboards.ca.gov/lahtontan/water_issues/projects/pge/docs/r6v_2014_0023/r6v_2014_0023_att_g.pdf

Page 5 "*Uranium and other radionuclides. The state primary MCL for uranium is 20 picoCuries per liter (pCi/L), the primary MCL for gross alpha is 15 pCi/L and gross beta is 50 pCi/L. Uranium is a naturally-occurring radioactive element in geologic materials. Uranium, gross alpha and gross beta are referred to as radionuclides, which are atoms with unstable nuclei that emit energy in the form of rays or high speed particles. Uranium and other radionuclides are not constituents associated with PG&E's waste discharge (i.e., they were not used by PG&E in its compressor station operations). However, agricultural pumping, including for remediation, could transport or mobilize naturally-occurring radionuclide concentrations in groundwater; therefore, they are constituents of concern for this Order. The Water Board investigated radionuclide levels in the aquifer through collection of existing data and through a November 12, 2012, request to PG&E for its existing information. Data from agricultural unit supply wells and irrigation water sampling from the Gorman, Cottrell, and Ranch agricultural treatment units (sampling locations were in OU2) indicated total uranium levels of 25 to 59 pCi/L, 27 to 81 pCi/L for gross alpha and from below 4 to 27 pCi/L for gross beta. One multi-depth monitoring well sampled in OU2 located north (downgradient) of the Gorman Field showed total uranium from 3 to 32 pCi/L, gross alpha ranged from 7 to 34 pCi/L, and gross beta from 6 to 9 pCi/L. In general, the higher concentrations of uranium and gross alpha were detected in the deeper screened monitoring wells.*"

Page 11: "*Uranium is a constituent of concern for this Order because the Discharger's pumping for remediation could transport or mobilize background uranium and other radionuclides concentrations.*"

Page 12: "*The Discharger must submit a status report of actions to restore the aquifer for beneficial uses related to agricultural treatment unit byproducts, including....uranium.*"

Page 14: "*Arsenic and Manganese Where agricultural treatment units are co-located or in proximity to in-situ remediation zones, the extracted groundwater may contain arsenic and manganese in concentrations greater than naturally-occurring levels. As described above, arsenic and manganese occur at concentrations above their respective MCLs in parts of the Project Area. The primary water quality concern would be the potential leaching of arsenic and manganese from soils to groundwater due to irrigation.*"

THE GRAVE FACT

84. During all time herein mentioned, the Defendant and each of them statement were made with the intent to deceive, that is known to be false or made recklessly and without regard to whether it is true or not, further evidenced by their final very current own admission and confessions, that YES, the poisoning with Uranium and Arsenic of the aquifers beneath the town of Hinkley, California 92347 has occurred, further construed as "delayed disclosure of fact due to time – out of hiding the facts", found therein the Water Board website link: http://geotracker.waterboards.ca.gov/esi/uploads/geo_report/6316850662/SL0607111288.PDF

SEVENTH CAUSE OF ACTION
COORDINATED EFFORTS TO CONCEAL FACTS

85. (A) The Defendant had a duty to disclose all facts; (B) the Defendant and each of them, with knowledge of the true facts, coordinated efforts to conceal the true facts; (C) the coordinated efforts to conceal the true facts were not within the Plaintiff's reasonably diligent attention, observation, and judgment; (D) the Defendant and each of them coordinated efforts to conceal the true facts are with intention that the Plaintiff act in response to the intentional misrepresented facts or suppressed facts; (E) the Plaintiff reasonably relying on the fact or facts as the Plaintiff believed them to be as the result of the coordinated efforts to conceal the true facts, acted or withheld action; and (F) the Plaintiff was damaged by the Defendant and each of them as a result of the intentional misrepresentation of facts action or inaction.

86. In addition, the coordinated efforts to conceal the true facts does not need to be the only reason why the plaintiff acted. "[I]t is well settled that the alleged coordinated efforts to conceal the true facts need not be the sole cause of a party's reliance." (*Sangster v. Paetkau* (1998) 68 Cal.App.4th 151, 170.) Rather, all that needs to be shown is that the coordinated efforts to present fictitious facts rather than the concealed facts, substantially influenced Plaintiff's choice, even if it was not the only reason for his conduct. (CACI 1907.) In fact a "presumption, or at least an inference, of reliance arises wherever there is a showing that a concealment of facts was material." (*Engalla v. Permanente Medical Group, Inc.*, 15 Cal.4th at p. 977.) (A) The Defendant and each of them exhibited coordinated efforts to conceal facts; (B) The Defendant and each of them had knowledge of the coordinated efforts to conceal facts; (C) The Defendant and each of them intended for Plaintiff to rely on coordinated efforts concealing the true facts; (D) There was actual and justifiable reliance on the part of Plaintiff; (E) There were damages sustained by Plaintiff.

87. Defendant and each of them, as early as April 2011, launched coordinated efforts to cover up their wrongful acts by myriad of accomplices, paid by PG&E, including but not limited to formation of the so called "Community Advisory Committee ("CAC") See at link: <http://www.hinkleygroundwater.com> and bringing within the closed circle that is geared to shield PG&E from prosecution outside company Project Navigator. LTD. Just by glancing the website of the Project Navigator, LTD one can quickly discover the bias exhibited, all geared to shield PG&E from strict liabilities. See at link:

<http://www.hinkleygroundwater.com/wp-content/themes/hinkleygw/documents/newsletters/2015-3-11-CAC-Newsletter-Final.pdf>

1 88. There was and currently is, massive efforts by not only several entities to conceal the true
2 facts, but by news media, most likely well paid by PG&E and the coordinated effort is beyond borders and
3 comprehension, and continue to exhibit ongoing concealment of facts and misrepresentations of unlimited
4 proportion. One of myriad of evidentiary exhibits is at link:
5 <http://www.hinkleygroundwater.com/wp-content/themes/hinkleygw/documents/newsletters/2015-3-11-CAC-Newsletter-Final.pdf>
6 a statement "HINKLEY PAST AND PRESENT" " Frequently Asked Questions How are by-products from
7 the remediation, such as manganese and arsenic being addressed? PG&E continually submits comprehensive
8 technical reports to the Water Board summarizing findings which are conclusive that manganese and arsenic
9 created as a result of the remediation process are not impacting resident's domestic wells".
10 The absolute fact is that all domestic wells are poisoned, over the maximum legal limit with either Arsenic
11 and/or Uranium, based upon test results from three analytical laboratories, which absolute fact totally
12 contradicts the statement that the "domestic wells" are not impacted. Based upon such statement that the
13 domestic wells are not impacted, the PEOPLE FROM HINKLEY are drinking the water from the poisoned
14 aquifers, and using such severely poisoned water for all other intensive purpose, are more and more getting
15 ill with many illnesses and diseases and, in fact, are prematurely dying, a grave fact, not just true fact.

16
17 **EIGHT CAUSE OF ACTION**
 PRIVATE NUISANCE

18 89. Private nuisance is interference with person's enjoyment and use of his/hers land. The law recognizes
19 that landowner , or those in rightful possession of land, have the right to the unimpaired condition of the
20 property and to reasonable comfort and convenience in its occupation.
21 Examples of private nuisances abound. Nuisances that interfere with the physical condition of the land
22 including condition of poisoned ground drinking and for all other intensive purposes potable water in the
23 aquifer, the only source of water, alone triggers the private nuisance doctrine. Examples of interferences
24 with the use and enjoyment of land actionable under a private nuisance theory are legion. 'So long as the
25 interference is substantial and unreasonable, and such as would be offensive or inconvenient to the normal
26 person, virtually any disturbance of the enjoyment of the property may amount to a nuisance.' " (*Koll-Irvine*
27 *Center Property Owners Assn., supra*, 24 Cal.App.4th at p. 1041.). Private nuisance is a civil wrong, it is the
28 unreasonable, unwarranted, or unlawful interference with one property right to beneficial use of water.

1 90. Unlike public nuisance, which is an interference with the rights of the community at large, private
2 nuisance is a civil wrong based on disturbance of rights in land. A nuisance may be both public and private,
3 but to proceed on a private nuisance theory the plaintiff must prove an injury specifically referable to the use
4 and enjoyment of his or her land. The injury, however, need not be different in kind from that suffered by
5 the general public.” (*Koll-Irvine Center Property Owners Assn. v. County of Orange* (1994) 24 Cal.App.4th
6 1036, 1041 [29 Cal.Rptr.2d 664], internal citation omitted.)

7 In determining the gravity of the harm from an intentional invasion of another’s interest in the use and
8 enjoyment of land, the following factors are important: (a) the extent of the harm involved; (b) the character
9 of the harm involved; (c) the social value that the law attaches to the type of use or enjoyment invaded;
10 (d) the suitability of the particular use or enjoyment invaded to the character of the locality; and (e) the
11 burden on the person harmed of avoiding the harm.

12 **91. Legal Responsibility**

13 A private nuisance is a tort, that is, a civil wrong. To determine accountability for an alleged nuisance, a
14 court will examine three factors: the defendant's fault, whether there has been a substantial interference with
15 the plaintiff's interest, and the reasonableness of the defendant's conduct.

16 ***Fault.** Fault means that the defendant intentionally, negligently, or recklessly interfered with the plaintiff's*
17 *use and enjoyment of the land or that the defendant continued the conduct after learning of actual harm or*
18 *substantial risk of future harm to the plaintiff's interest.*

19 ***Substantial Interference.** The law is not intended to remedy trifles or redress petty annoyances. To establish*
20 *liability under a nuisance theory, interference with the plaintiff's interest must be substantial. Determining*
21 *substantial interference in cases where the physical condition of the property is affected will often be fairly*
22 *straightforward. To determine whether an interference is substantial, courts apply the standard of an*
23 *ordinary member of the community with normal sensitivity and temperament. A plaintiff cannot, by putting*
24 *his or her land to an unusually sensitive use, make a nuisance out of the defendant's conduct that would*
25 *otherwise be relatively harmless.*

26 ***Reasonableness of Defendant's Conduct.** If the interference with the plaintiff's interest is substantial,*
27 *a determination must then be made that it is unreasonable for the plaintiff to bear it or to bear it without*
28 *compensation. This is a Balancing process weighing the respective interests of both parties. The law*
recognizes that the activities of others must be accommodated to a certain extent, particularly in matters of
industry, commerce, or trade. The nature and gravity of the harm is balanced against the burden of
preventing the harm and the usefulness of the conduct.

92. By reiterating the Defendant and each of them intentional, negligent and reckless operations, that
has caused poisoning of the Plaintiff’s aquifer, such interference with Plaintiff’s land is deemed as
substantial and therefore in the balancing process triggers that is not only unreasonable, but torturous, as to
gravity, and therefore the harm is huge, and Plaintiff must be compensated for total loss of property’s use.

NINTH CAUSE OF ACTION
PUBLIC NUISANCE

93. Under California law, a public nuisance is defined as a nuisance which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal. *See* Cal. Civ. Code § 3480. Thus, anything which is injurious to health, or is indecent, or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood, or by any considerable number of persons, or unlawfully obstructs the free passage or use, in the aquifers beneath the entire town, is a public nuisance. *See* Cal. Penal Code § 370. A public nuisance is a substantial and unreasonable offense against, or interference with, the exercise of rights common to the public, that are enjoined or abatable. *See County of Santa Clara v. Atlantic Richfield Co.*, (2006) 137 Cal. App. 4th 292, 305. A public nuisance is substantial if it "causes significant harm and unreasonable if its social utility is outweighed by the gravity of the harm inflicted." *Id.* Under California law, the term "public nuisance" comprehends an act or omission which interferes with the interests of the community or the comfort and convenience of the general public and includes interference with the public health, comfort and convenience. *See Venuto v. Owens-Corning Fiberglas Corp.*, (1971) 22 Cal. App. 3d 116, 123. In determining whether something is a public nuisance, the focus must be upon whether an entire neighborhood or community, or at least a considerable number of persons, is affected in the manner and by the factors that make the thing a nuisance under the Civil Code. *See* Cal. Civ. Code § 3479.

Public Nuisance is also a nuisance (tort) which interferes with public convenience or welfare.

94. To prove a cause of action for a public nuisance, one must plead the existence of a duty and causation, and, although it is not necessary to show that harm actually occurred, plaintiffs must show that a defendant's acts are likely to cause a significant invasion of a public right. *See In re Firearm Cases*, (2005) 126 Cal. App. 4th 959, 988-89 ("The conduct necessary to make the actor liable for either a public or a private nuisance may consist of (a) an act; or (b) a failure to act under circumstances in which the actor is under a duty to take positive action to prevent or abate the interference with the public interest or the invasion of the private interest.") With respect to a public property right, the violation of a public right may support a claim for a public nuisance. *See People v. Stafford Packing Co.* (1924) 193 Cal. 719, 726-27.

1 **The Cause of Action for a Public Nuisance**

2 95. The Defendant and each of them had a duty of not to cause significant invasion of public right,
3 although it is not necessary to show that harm actually occurred, and the Defendant and each of them acts
4 were causing a significant invasion of a public right by virtually destroying the town of Hinkley, California
5 92347 to a ghost town, by bulldozing with vengeance the real property's home. *See In re Firearm Cases*,
6 (2005) 126 Cal. App. 4th 959, 988-89 ("The conduct necessary to make the actor liable for either a public
7 or a private nuisance may consist of (a) an act; or (b) a failure to act under circumstances in which the actor
8 is under a duty to take positive action to prevent or abate the interference with the public interest or the
9 invasion of the private interest.") With respect to a public property right, the violation of a public right
10 could support a claim for a public nuisance. *See People v. Stafford Packing Co.*(1924) 193 Cal. 719,726-27.

11 96. The Defendant and each of them failed, or simply did not take to serious consideration, nor acted
12 under a duty to take positive action to prevent or abate the interference with public interest, being the aquifer
13 that the Defendant and each of them poisoned with Arsenic and Uranium, which act was also as a direct
14 result their , alleged as negligent, operations.

15 97. As a direct result the Defendant and each of them acts to prevent the public nuisance as described
16 herein Paragraphs 93 through 96, the Plaintiff and all other similarly situated Plaintiffs, over fifty, within
17 thirty five lawsuits' cases filed against the Defendant and each of them, the Plaintiff has sustained Economic
18 damages and Noneconomic damages, as more fully described therein Economic Loss and Noneconomic
19 Loss CAOs.

20 **TENTH CAUSE OF ACTION**
21 **ECONOMIC LOSS**

22 98. The Supreme Court has noted that section 1431.2 "carefully" defines the "important distinction"
23 between economic and noneconomic damages. (*DaFonte v. Up-Right, Inc.* (1992) 2 Cal.4th 593, 600 [7
24 Cal.Rptr.2d 238].) The court stated: "Proposition 51 . . . retains the joint liability of all tortfeasors,
25 regardless of their respective shares of fault, with respect to all objectively provable expenses and monetary
26 losses. On the other hand, the more intangible and subjective categories of damages were limited by
27 Proposition 51 to a rule of strict proportionate liability. With respect to these noneconomic damages, the
28 plaintiff alone now assumes the risk that a proportionate contribution cannot be obtained from each person
responsible for the injury." (*Ibid.*, internal citation omitted.)

ELEVENTH CAUSE OF ACTION
NONECONOMIC LOSS

100. Damages for noneconomic losses are damages for pain and suffering, emotional distress, loss of consortium or companionship, and other intangible injuries. These damages involve no direct economic loss and have no precise value.

It is very difficult for juries to assign a dollar value to these losses, given the minimal guidance they customarily receive from the court. As a result, these awards tend to be erratic and, because of the highly charged environment of personal injury trials, excessive.

101. Non-economic damages are compensations claimed against intangible harms such as severe pain, physical and emotional distress and disfigurement, loss of the enjoyment of life for an injury has caused, including sterility, loss of sexual organs, physical impairment.

Non-economic damages can be claimed by the family of victims who have died or injured severely. It is also known as quality-of-life damages.

102. The joy of life - what makes it really worth living - is not the earning of money to pay to others for life's necessities.

When a person is seriously injured, the greatest loss is the loss of the enjoyment of life, the pleasure, the satisfaction or the utility that human beings derive from life, separate and apart from earnings. These are non-economic injuries.

103. What is truly valuable to us as human beings is our ability to live life on a daily basis free of any debilitating physical or emotional problems that diminish our capacity to enjoy life and compromise our sense of self worth, dignity, and integrity.

104. In addition to physical pain and suffering, the seriously injured victim suffers great mental anguish, anxiety and often shame at being transposed from an able-bodied working person respected for his or her accomplishments and contributions to others to an individual who is dependent on others.

These are sufferings which seriously injured people encounter each time they attempt to perform any of the myriad tasks of daily life the rest of us take for granted.

105. This is the loss that the law describes as "non-noneconomic," and which goes to the very essence of our quality of life.

TWELFTH CAUSE OF ACTION
IRREPARABLE DAMAGES

107. Plaintiff repeat and incorporate by reference Paragraphs 1 thru 106 of this SAC, as though fully set fort herein.

108. As to Irreparable Damages, the Plaintiff states that Irreparable Damages are the type of harm suffered, which no monetary compensation can cure, or put condition back the way they were, including but not limited to bring back the now reminiscent to ghost town the town of Hinkley, California 92347, thereafter more than the half of the town homes were bulldozed by PG&E, after being purchased for minuscule dollar amount, and restore the aquifer's drinking and for all other intensive purposes potable water, to the pure ground water used to be, prior to PG&E poisoning such aquifer and ground drinking water with so many highly toxic substances, including but not limited to Arsenic and Uranium.

109. Plaintiff further emphasizes that the Harm perpetrated or threatened by one party on another in which no amount of reparation could return the damaged party or property to its original condition. Often used as the basis for obtaining positive relief from a court to prevent the harm from occurring or reoccurring in the future, not limited to obtaining Temporary Restraining Order (TRO).

110. Plaintiff further alleges, that due to the absolute total economic loss suffered to all real property with the respective appurtenants and entitlements, and thereafter, as recently as now, discovery of the deteriorating health the Plaintiff is experiencing, the Plaintiff have no other alternative but seek just and proper until served.

111. Plaintiff has requested reconfirmation of poisoned aquifer beneath the real property, as well as reconfirmation testing of the neighboring aquifer, with the officials from State of California Water Board, to witness the sampling and Chain of Custody execution, to wit: The sampled water from the aquifers, via domestic well, will be placed in laboratory's containers, with each set of thirty containers distributed as follows: One set to State of California to perform testing by utilizing State Laboratory, another set released to California Department of Justice and the third set in possession of the Plaintiffs in the thirty five cases, sent to the State certified laboratory utilized by the Plaintiff. Such three way results, will reconfirm that the aquifers in the town of Hinkley, California 92347, are poisoned with Arsenic and Uranium, and such test results will be utilized at the trial of this case.

Attached hereto and incorporated herein for reference is EXHIBIT "C",

112. Plaintiff is informed and believe and thereupon alleges that the Defendant and each of them had a duty to inform the Plaintiff, since April 2011, about what kind of substances the Defendant and each of them were injecting into operated by PG&E only monitoring, injection and extraction wells, however decided not to disclose and therefore by concealment of such tasks has caused the Plaintiff to discover what was injected, by sampling and testing the aquifer beneath the realty of the Plaintiff or the neighbor's aquifer, and has discovered the poisoning of the aquifer with either or both, Arsenic and/or Uranium, which are highly toxic substances, alleged to have migrated therefrom PG&E's aquifers underlying either their real properties or within these monitoring-injection-extraction wells, thus caused the irreparable harm sustained by the Plaintiff.

113. Plaintiff is informed and believe and thereupon alleges that the Defendant and each of them had a duty to inform the Plaintiff, since April 2011, about the results from laboratories PG&E was utilizing to test for Arsenic and Uranium, including but not limited to ASSET Laboratories in Las Vegas, however decided not to disclose and therefore by concealment of such tasks has caused the Plaintiff to discovered the poisoning of the aquifer with either or both, Arsenic and/or Uranium, which are highly toxic substances, alleged to have migrated therefrom PG&E's aquifers underlying either their real properties or within these monitoring-injection-extraction wells, thus caused the irreparable harm sustained by the Plaintiff.

114. Plaintiff is informed and believe and thereupon alleges that the Defendant and each of them had a duty to inform the Plaintiff, since April 2011, about the results from laboratories PG&E was utilizing to test for Arsenic and Uranium, including but not limited to ACCESS Laboratory in Las Vegas, however decided not to disclose and therefore by either intentionally withholding information, or by intentionally misrepresenting such tasks has caused the Plaintiff to discovered the poisoning of the aquifer with either or both, Arsenic and/or Uranium, which are highly toxic substances, alleged to have migrated therefrom PG&E's aquifers underlying either their real properties or within these monitoring-injection-extraction wells, thus caused the irreparable harm sustained by the Plaintiff.

115. Plaintiff is informed and believe and thereupon alleges that the Defendant and each of them had a duty to inform the Plaintiff, since April 2011, about all correspondence, emails, reports and information PG&E was sending to the Lahontan Regional Water Quality Control Board, including reports prepared a